



CITY OF KIRKLAND

REQUEST FOR PROPOSALS Jail Cell Phone Services JOB NO. 28-11-PD

PROJECT SCOPE: The City of Kirkland is accepting proposals from qualified providers of Jail Cell Phone Services in the four jail cells located in the Police Department at Kirkland City Hall, 123 5th Ave., Kirkland, WA 98033. It is planned that the Police Department and jail will be relocated to a new Public Safety Building in 2014. It is anticipated that the new Public Safety Building jail will have between 7 and 12 cells.

BACKGROUND ON THE CITY OF KIRKLAND: The City of Kirkland, Washington is located in the Seattle metropolitan area, on the eastern shore of Lake Washington and approximately 10 miles east of downtown Seattle. With the recent annexation of three neighborhoods, it now has a population of approximately 80,000. The City of Kirkland employs approximately 475 full-time employees and additional seasonal staff. More information can be found on the City of Kirkland Website at www.kirklandwa.gov.

BACKGROUND ON THIS PROJECT: The City of Kirkland is seeking Jail Cell Phone for four jail cells and one inmate phone room.

MINIMUM REQUIREMENTS:

The equipment and services provided will include:

- Phones to be provided and installed at no cost to the City.
- Required phone lines to be provided at no cost to the City.
- Ongoing maintenance provided at no cost to the City.
- Must have the ability to adjust collect call rates as necessary.
- Cord-free or short cord telephones with associated equipment with installation and maintenance. (Recessed handset and keypad)
- Phone in inmate phone room can have a cord.
- Phone on/off controlled by central location (switchbox, computer, etc.)
- Collect Call capabilities.
- Call recording capabilities with detailed call record by prisoner.
- Web based ability to playback and monitor live and recorded calls.
- Call blocking capabilities.
- Time limit restriction capabilities.
- Outside collect call feature.
- Hearing Aid compatible.
- Automated operator.
- Restrict third party calls.
- Inbound call blocked capabilities.
- Calls blocked to a number certain numbers if calls refused numerous times.
- International calls restricted.
- Service Dial Blocking (e.g. 800, 411, 911, etc.).
- Call duration timing.
- Bi-lingual Automated Operator.

- Sealable and Upgradeable System.
- Option to have live monitoring call capabilities.
- Option to playback and archive recorded conversations.
- Must meet all ADA and FCC requirements.

Five (5) phones will be required for the current jail facility. Any additional phones required for the existing jail facility and the new jail facility after the initial contract has been executed will be provided under the existing terms of the contract.

TENTATIVE SCHEDULE OF EVENTS:

RFP issued	October 3, 2011
Pre-Proposal Meeting	October 12
End of question period	October 21
Proposals due	October 27
Proposals evaluated	Week of October 31
Decision to Award	November 8
Contract begins	December 1, 2011

PRE-PROPOSAL MEETING: A pre-proposal meeting will be held in the Police Department at Kirkland City Hall, 123 5th Ave at 10:00 am on October 12, 2011. The purpose of the meeting is to allow interested parties to walk through the jail facility and provide a question/answer opportunity.

QUESTIONS REGARDING THIS RFP: ALL questions must be submitted in writing (Email will suffice) to the RFP coordinator. Questions and answers will be forwarded to all proposing suppliers who provide contact information. In order to make information available to all proposing suppliers, no questions will be entertained after October 21, 2011.

RFP COORDINATOR:

Lt. Bob Balkema
City of Kirkland
Phone: (425) 587-3470
Fax: (425) 587-3844
E-mail: bbalkema@kirklandwa.gov

DISTRIBUTION OF RFP DOCUMENT AND ADDENDA: This RFP can be downloaded directly from the City of Kirkland's website at www.kirklandwa.gov (Click on "City Purchasing" button.) Those who wish to automatically receive any addenda or a notice of cancellation should provide contact information by emailing Barry Scott, Purchasing Agent, at bscott@kirklandwa.gov. Those who choose not to submit contact information will be solely responsible for monitoring the City's website for any addenda or a notice of cancellation.

PROPOSAL PREPARATION: Firms submitting proposals shall be responsible for any and all costs and/or expenses associated with preparing such proposal.

SUBMISSION OF PROPOSALS: Proposals must be received by no later than **4:00 pm PDT on October 27, 2011**. Proposals may be submitted as paper documents or as email attachments.

Proposals may be sent as an email attachment in PDF or MS Word format to:

purchasing@kirklandwa.gov

Sealed proposal documents can be mailed or delivered to:

City of Kirkland
Attn: Barry Scott, Purchasing Agent
RFP No. 28-11-PD
123 5th Ave
Kirkland, WA 98033

It is the responsibility of the supplier to be sure the proposals are sent sufficiently ahead of time to be received **no later than 4:00 pm** on the due date. Proposals received after the deadline will not be considered for contract award.

CONTENT OF PROPOSALS: At a minimum, all proposals should contain:

- Confirmation that the proposed phones and services meet the minimum requirements set forth above.
- Information on any proposed additional equipment or services.
- Details on service response times.
- Completed Statement of Supplier's Qualifications.
- Completed Non-Collusion Affidavit.
- References (at least 3 and preferably 5).
- Proposal must be signed by an individual with contracting authority.

EVALUATION PROCEDURES: Proposals will be evaluated by a panel of City personnel consisting Police Department, Information Technology and Purchasing Staff.

It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. The evaluators will consider how well the supplier's proposed solutions meet the needs of the City.

Respondents to this RFP may be required to submit additional information that the City may deem necessary to further evaluate the proposals.

The City may require any or all respondents to provide a presentation and interview as part of the evaluation process.

The City of Kirkland reserves the right to reject any or all proposals and to waive informalities or irregularities with respect thereto.

EVALUATION CRITERIA:

- 40% Respondent's qualifications, experience and references.
- 20% Proposed commission to be paid to the City of Kirkland based on gross revenue and contract period.
- 40% Respondent's ability to service the equipment as set forth in the proposal and determined through reference checks.

CONTRACT: The contract shall consist of the following documents: The Request for Proposals (RFP), the accepted proposal, a General Services Contract (sample attached) and any agreed upon written changes to any of the foregoing documents. The contract documents are complimentary and what is called for in any one document shall be binding as if called for by all.

CONTRACT TERM: The contract will be for three years with an option to extend for one additional year.

COOPERATIVE PURCHASING: RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Kirkland may purchase from City of Kirkland contracts, provided that the supplier agrees to participate. The City of Kirkland does not accept any responsibility for purchase orders issued by other public agencies.

COMPLIANCE WITH LAWS: The supplier shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

NONCOLLUSION: The supplier must certify that their firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered in this Request for Proposals. Supplier is to complete the attached Noncollusion affidavit and submit it with the proposal.

PAYMENT TERMS: Net 30 days after delivery and receipt of invoice. In the event that the manufacturer requires a deposit, the City will require a performance and payment bond.

PREVAILING WAGES: Payment of prevailing wages shall apply to any labor

FREIGHT TERMS: Quoted price is to include delivery to Kirkland City Hall. Shipping will be FOB destination and include delivery, on-site installation and testing of phone equipment.

**CITY OF KIRKLAND REQUEST FOR PROPOSAL
JAIL CELL PHONE SERVICES
JOB NO. 28-11-PD
STATEMENT OF SUPPLIER'S QUALIFICATIONS**

Each supplier shall prepare and submit the following data along with their proposal.

1. Company: _____
2. Business Address: _____
3. Business Phone: _____ Fax: _____
4. How many years have you been engaged in business under the present firm name? _____
5. List recent projects completed by your company, including contracting agency type of work and approximate cost: (Provide at least three contract references with phone numbers.)
 - (1) _____
 - (2) _____
 - (3) _____
 - (4) _____
 - (5) _____
6. Bank references: _____
7. State of Washington Registration No.: _____
8. Federal IRS Identification No.: _____
9. I certify that other contracts now in progress or hereafter obtained will not interfere with timely performance of services to the City of Kirkland should I be awarded the contract.

Authorized Signature: _____

Print Name: _____

Title: _____ Date: _____

Return this form with your proposal by 4:00 pm on October 27, 2011

**NONCOLLUSION AFFIDAVIT
RFP FOR JAIL CELL PHONE SERVICES
JOB NO. 28-11-PD**

STATE OF WASHINGTON }
COUNTY OF KING } SS

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the Owner for consideration in the award of a contract on the improvements described as follows for the City of Kirkland:

Primary supplier of Jail Cell Phone Services

FIRM NAME

AUTHORIZED SIGNATURE

Sworn to before me, this _____ day of _____, 2011.

Notary Public
in and for the State of Washington
Residing at _____

My Commission Expires:



GENERAL SERVICES CONTRACT

Sample

This Agreement is made between the City of Kirkland, Washington (hereinafter the "City") and _____ (hereinafter the "Contractor"),
whose address is _____.
(street, city, state, zip)

I. SERVICES PROVIDED

The Contractor agrees to provide all necessary labor to perform the following services for the City:

II. CONDITIONS/ARRANGEMENTS

- A. Contractor will supply all materials, equipment, and skills necessary to provide the services identified above; except that the City shall provide:

- B. Additional services/program details:

- C. _____

- D. The Contractor is responsible for the payment of or procurement of all licenses, fees, taxes, bonds, insurance, and the like, which are or may be required of a self-employed entity performing a similar service.

- E. The services identified under this Contract, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance.

III. DURATION

The services of the Contractor shall commence on the _____ day of _____ 2011, and terminate on the _____ day of _____,

2014. By mutual agreement, the contract may be extended for one (1) additional year.

IV. PAYMENT

- A. The City of Kirkland shall pay Contractor for completed services rendered under this Agreement, the maximum amount of \$_____. The compensation set forth in this paragraph shall constitute the sole compensation of the Contractor for the services under this Agreement.
- B. Contractor shall submit an invoice to the Department for services rendered. The invoice must show invoice number, detailed description of work performed, total amount due, and a signature, address, and telephone number of the Contractor. Payment will be made in the normal course of business following receipt of invoice. (Net 45 days.)

V. LIABILITY INSURANCE

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

F. Claims-made Coverage

Any policy of required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under the contract and filed within three (3) years following completion of the services so to be performed.

V. INDEPENDENT CONTRACTOR

Contractor is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Contractor agrees that he is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him as a result of his status as an independent contractor. The

Contractor is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of Contractor.

VI. ASSIGNMENT BY CONTRACTOR

The Contractor shall not assign, transfer, convey, pledge, or otherwise dispose of this contract or any part of this Contract without written prior consent to the City.

VII. NONDISCRIMINATION

The Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

VIII. TERMINATION OF CONTRACT

This Agreement may be terminated by the City by giving ten (10) business days' written notice, with or without cause, to the Contractor. In the event of termination, all finished or unfinished reports or other material prepared by the Contractor pursuant to this Agreement shall be provided to the City. In the event of termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory services rendered prior to the effective date of termination.

IX. HOLD HARMLESS AND INDEMNIFICATION

The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

X. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state, and City of Kirkland laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XI. NOTICES/FORMAL COMMUNICATIONS

Written notices, requests, or grievances to the City shall be made to: _____, Attention: _____

Kirkland City Hall, 123 Fifth Avenue, Kirkland, Washington 98033. Written notices, requests, or grievances to the Contractor shall be made to the address provided by the contractor in this Agreement.

XII. ENTIRE AGREEMENT/MODIFICATION

This Agreement, together with the Request for Proposals and the Proposal, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreement, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

Agreed to and executed this _____ day of _____, 2011.

CONTRACTOR

CITY OF KIRKLAND

(signature)
Print Name _____

By: _____

Address _____

Date: _____

City, Zip _____

Phone(s) _____

SS#/Tax ID# of Payee:
